

E-FILED AND/OR JOURNALIZED
COMMON PLEAS COURT, ERIE COUNTY, OHIO
Dec 7 2022 03:28 PM
LUVADA S. WILSON
CLERK OF COURTS
2022 CV 0490
Binette, Roger E

**IN THE COURT OF COMMON PLEAS
ERIE COUNTY, OHIO**

Midwest Construction Services, Inc., dba
Trillium Construction Services
5555 Gull Road, Suite 300
Kalamazoo, MI 49048

Plaintiff,

v.

Wendt, LLP.
PO BOX 666, 1322 Garfield St.
Wabash, IN 46992

c/o Registered Agent:

Mark E. Witmer
201 W. Wayne St.
Fort Wayne, IN 46802

Travelers Casualty and Surety Company of
America (Surety)
One Tower Square
Hartford, CT 06183

c/o Registered Agent:

Robert L. Raney
One Tower Square
Hartford, CT 06183

and

Roeslein & Associates, Inc.
9200 Watson Rd., Ste. 200
St. Louis, MO 63126

c/o Registered Agent:

Brian Sneed
9200 Watson Rd., Ste. 200
St. Louis, MO 63126

Defendants.

CASE NO. _____

JUDGE:

**COMPLAINT TO VALIDATE
MECHANICS' LIEN AND
OTHER RELIEF**

Now comes the Plaintiff, Midwest Construction Services, Inc., dba Trillium Construction Services (Trillium) by and through the undersigned counsel, and for its Complaint against the Defendants herein, states as follows:

FACTUAL BACKGROUND

1. Trillium is an Iowa corporation headquartered in Kalamazoo, Michigan, maintaining a place of business at 5555 Gull Road, Suite 300, Kalamazoo, MI 49048.

2. Trillium's business consists primarily of the furnishing of skilled trade labor to construction contractors and others.

3. At all times pertinent herein, Defendant Roeslein & Associates, Inc. ("Roeslein") was a Missouri corporation. Roeslein was at all times pertinent herein doing business in Erie County, Ohio, as a construction general contractor.

4. At all times pertinent herein, Defendant Wendt, LLP. (Wendt) was an Indiana limited liability partnership doing business in Erie County, Ohio as a construction subcontractor.

5. At all times pertinent herein, Defendant Travelers Casualty and Surety Company of America (Surety) was a Connecticut corporation, headquartered in Hartford County, Connecticut and doing business in Erie County, Ohio.

6. This Court has jurisdiction over all the parties to this litigation. This Court has subject matter jurisdiction over the issues in this litigation. This litigation is properly venued in this Court.

7. Wendt agreed to perform construction services on a project (the "Project") involving improvements to certain real property owned by Ardagh Metal Packaging USA, Inc. and located at 1608 Sawmill Parkway, in the City of Huron, County of Erie, State of Ohio.

8. Beginning in October 2021 and extending through April 2022, Trillium provided contingent skilled labor services to Wendt in connection with the Project pursuant to a written Agreement between Wendt and Trillium. A true and accurate copy of the Agreement is attached hereto as Exhibit A and incorporated herein by reference.

9. Pursuant to the Agreement, Trillium invoiced Wendt for the contingent skilled labor services furnished to Wendt on the Project.

10. Wendt required these labor services from Trillium to fulfill its contractual obligations to Roeslein, a general contractor on the Project, with whom Wendt was in direct privity of contract.

11. Pursuant to the Agreement, payment for each invoice submitted by Trillium to Wendt was due within fifteen (15) days after receipt.

12. The value of the labor that Trillium supplied to Wendt for the Project for which Trillium has not been paid is \$251,603.53, as confirmed by the account statement attached as Exhibit B and incorporated herein by reference.

13. Pursuant to the Agreement, Endeavor is obligated to pay interest to Trillium at the rate of one and one-half percent (1.5%) per calendar month on any unpaid balance.

14. Despite demands from Trillium, Wendt has failed and refused to make payment to Trillium for said invoices.

15. Trillium is owed \$251,603.53, plus Agreement interest, for services supplied to Wendt.

COUNT I

(BREACH OF CONTRACT)

16. Trillium incorporates the allegations set forth in paragraphs 1-15 above as if fully restated herein.

17. Wendt's failure and refusal to pay Trillium for its services is a breach of the Agreement.

18. Because of Wendt's breach, Trillium has been damaged in the amount of \$251,603.53, plus prejudgment interest at the rate of one and one-half percent (1.5%) per calendar month from the due dates of its unpaid invoices until entry of judgment, plus reasonable attorneys' fees and court costs.

COUNT II

(UNJUST ENRICHMENT)

19. Trillium incorporates the allegations set forth in paragraphs 1-18 above as if fully restated herein.

20. Trillium has fulfilled its obligations under the Agreement by providing valuable contingent skilled labor services to Wendt and Roeslein. Said labor and services appreciated to the benefit of Wendt and Roeslein and was accepted and retained by Defendants Wendt and Roeslein under such circumstances that it would be inequitable for Defendants Wendt and Roeslein to continue to retain said benefits without payment for the value thereof.

21. Wendt's refusal to pay Trillium for its services allows Wendt and Roeslein to reap the benefits of the labor and services while escaping their own obligations.

22. Accordingly, Wendt and Roeslein have been, and are being, unjustly enriched.

COUNT III

(PROMPT PAY ACT VIOLATION)

23. Trillium incorporates the allegations set forth in paragraphs 1-22 above as if fully restated herein.

24. Trillium requested payment from Wendt in sufficient time for Wendt to include the requests in its requests for payment on the Project.

25. Upon information and belief, Wendt has been paid by Roeslein for Trillium's work on the Project.

26. Despite Trillium's demand, Wendt has failed to pay Trillium for the work it performed.

27. Wendt's refusal to pay Trillium constitutes a violation of Ohio Revised Code § 4113.61 for which prejudgment interest at the rate of eighteen percent (18%) per annum plus reasonable attorneys' fees and court costs incurred by Trillium are owed.

COUNT IV

(ACTION ON ACCOUNT – DEFENDANT WENDT)

28. Trillium incorporates the allegations set forth in paragraphs 1-27 above as if fully restated herein.

29. Trillium furnished all labor and services on the Project requested by Wendt pursuant to the Agreement.

30. Trillium forwarded invoices to Wendt reflecting all charges made on its respective account in relation to the Project.

31. Defendant Wendt agreed that payment for all labor and services provided on the Project would be due within fifteen (15) days of receipt of the invoice for same.

32. Payment has been demanded from Wendt, but it has failed and refused to pay the amount owed to Trillium.

33. As a direct and proximate result of Wendt's refusal to pay Trillium, Wendt is indebted to Trillium in the amount of \$251,603.53, plus prejudgment interest thereon at the rate specified in the Agreement.

COUNT V

(MECHANIC'S LIEN VALIDATION AND FORECLOSURE ON SURETY BOND)

34. Trillium incorporates the allegations set forth in paragraphs 1-33 above as if fully restated herein.

35. Trillium last furnished contingent skilled labor services to Wendt on the Project on April 6, 2022.

36. On April 19, 2022, Trillium recorded an Affidavit for Mechanic's Lien in the amount of \$126,731.50 with the Recorder of Erie County, Ohio which has been recorded in the Mechanic's Lien Record, official Record Number 202203832 of the Records of the Erie County, Ohio Recorder, thus becoming a valid lien on the property of the Project, described in Ex. C attached. A copy of Trillium's Affidavit for Mechanic's Lien is attached as Ex. D.

37. Within thirty (30) days after the filing of the Affidavit for Mechanic's Lien, Trillium served a copy of the Affidavit on Defendants Wendt and Roeslein in the manner provided by law.

38. On or about October 28, 2022, Defendants Roeslein and Surety obtained approval of a bond filed in accordance with Section 1311.11 of the Revised Code of Ohio. The approval was from this Court in Case No. 2022-MS-0164, in the sum of \$190,097.25, and being executed by Defendants Roeslein and Surety.

39. The bond filed and approved as alleged in Paragraph 38 was conditioned to secure the payment of the claim of Trillium secured by the lien and provided that if Plaintiff should commence action on the claim within 30 days after Trillium was served with notice to commence suit and it should be adjudged that Plaintiff's claim and lien were valid, and if the principal should then pay and extinguish the claim and lien that the bond should be void, but that otherwise it should be in force and effect.

WHEREFORE, Trillium respectfully demands:

1. As to Counts I, III, and IV of the Complaint, that judgment be granted in favor of Trillium and against Wendt, LLP in the amount of \$251,603.53, plus prejudgment interest, attorneys' fees and costs, all as set forth in the Agreement;

2. As to Count V of the Complaint as follows:

(a) For judgment in the sum of \$251,603.53 with interest from April 26, 2022 against Wendt, LLP;

(b) That Trillium's lien on the bond which has been substituted for the real estate be adjudged valid;

(c) For judgment against Defendants Roeslein and Surety in the sum of \$126,731.50, with interest from April 26, 2022 and costs; and

(d) For attorney fees incurred by Plaintiff Midwest Construction Services, Inc., dba Trillium Construction Services in the prosecution of its lien against the bond, plus pre and post judgment interest, as provided for in Ohio Revised Code § 1311.16.

3. As to Count II of the Complaint, that judgment be granted in favor of Trillium and against Wendt, LLP and Roeslein & Associates, Inc. in the amount of \$251,603.53, plus prejudgment interest, attorneys' fees and costs;

4. For any other and further relief, in law or equity, that the Court may deem just and proper.

Respectfully submitted,

/s/ Vincent T. Norwillo

Vincent T. Norwillo, Esq. (0047331)
The Law Office of Vincent T. Norwillo, LLC
1309 Ridge Road, Suite 1
Hinckley, Ohio 44233
Telephone 330-278-1136
Facsimile 330-278-1022
vincent.norwillo@norwillolaw.com
Counsel for Plaintiff- Midwest Construction
Services, Inc., dba Trillium Construction
Services

INSTRUCTIONS TO THE CLERK

Please serve the Defendants in care of their respective Registered Agents as listed in the Complaint via certified mail at the addresses indicated in the pleading caption above.

/s/ Vincent T. Norwillo

Vincent T. Norwillo (0047331)
Counsel for Plaintiff- Midwest Construction
Services, Inc., dba Trillium Construction Services



Staffing Services Agreement

This agreement for staffing services is entered into on 04/12/2015 between Trillium Construction Services ("TCS") and Wendt Rigging ("Client").

1. Client authorizes TCS to hire and assign craft personnel for the agreed hourly bill rate and or markup prior to assignment. (See Comprehensive Rate Sheet).
2. If hiring for assignment to Client, TCS will employ individuals acceptable to Client and will be responsible for all required employer obligations, including administration of SUTA, FUTA, employers FICA, workers compensation insurance and group health benefits. Client will have no obligation with regard to these matters whatsoever. Paragraphs three through six will be applicable. If recruiting only for Client, TCS shall refer candidates for employment to Client. If Davis-Bacon project, TCS shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all its employees on the contract.
3. TCS employees on assignment to Client will submit time records on a weekly basis. Such time records will be approved by the Client's on-site supervisor or other designee. Client will be billed weekly for the previous week of payroll; payment to TCS will be due fifteen days from bill date. In the event timely payment is not made, Client agrees to imposition of 1.5% monthly interest and to pay all of TCS' reasonably-incurred collection expenses including, without limitation, attorney fees. Client agrees to cooperate with TCS with regard to liens or bonds as necessary to secure payment.
4. After one thousand (1000) hours in the employment of TCS, the employee assigned to Client is eligible for hire by Client. If TCS personnel is so hired, the Client thereafter will be responsible for the employer obligations in paragraph two.
5. If Client directs TCS to terminate the assignment of a TCS employee prior to completion of one thousand (1000) hours or if the TCS employee quits before completing 1000 hours or if TCS refers someone to Client for their approval, Client agrees to neither hire, nor refer to another agency for hire, any such TCS employee for a period of two (2) years from the date the TCS employee was first assigned or referred to Client. If Client subsequently hires a TCS employee/referral or refers them to another agency to work for Client prior to this two year period, it is agreed that 25% of the first year equivalent salary will be due and payable immediately.
6. As the worksite supervisor, Client is responsible for its own operations and therefore, except for any workers' compensation claims of TCS employees, Client agrees, to the fullest extent permitted by law, to defend and indemnify TCS for the following:
 - OSHA compliance and similar state or local laws, rules or regulations governing workplace safety, environmental protection and ensuring that conditions are suitable for conducting work safely;
 - All federal, state or local orders, rules, or regulations or laws applicable to any and all government contracts, contractors, or subcontractors, including licenses to work or fidelity bonds or any taxes, including but not limited to sales tax on its billings, as applicable in its state.
 - Ensuring its own conduct complies with current employment law related to discrimination, harassment and retaliation in the workplace;
 - Any and all acts and omissions of TCS employees while under the supervision of Client. If a TCS employee is performing supervisory/managerial duties, Client acknowledges its responsibility for any and all acts and omissions of TCS employee in that role;
 - Providing training and discipline appropriate to the workplace involved, including establishing and maintaining appropriate safety training, policies and procedures;
 - Accurately and completely providing TCS with information regarding employees assigned to Client as reasonably requested (i.e. timesheets, payroll and Forms I-9) and informing TCS in writing of any changes to the craft or role assigned the TCS employee on the worksite prior to the change;
 - To the fullest extent allowed by law, any third party claims, liabilities, demands or losses arising out of the worksite activities of TCS employees under the supervision of Client, including, without limitation, those arising out of or related to the operation of any motor vehicle.
7. It is understood that failure to pay invoices when due may result in immediate reassignment of TCS personnel assigned and that should Client subsequently hire such reassigned personnel, a placement fee of 25% of the first year equivalent salary will be due and payable immediately.

AGREED:

TCS Authorized Signature

X

Client Authorized Signature

Date

Date



COMPREHENSIVE RATE SHEET for

Wendt Rigging

What your Hourly Bill Rate includes:

- Temporary Employee's Wages, including: *Vacation, Holiday, Reliance Insurance & 401(k)*
- Any necessary Fringe Pay (*NOTE: we do pay taxes on fringe because it is paid directly to the employee and not allocated toward employee benefits*)
- ☑ All payroll taxes (i.e. Employers contribution to FICA, FUTA, SUTA)
- Cost of processing and managing payroll procedures,
- Processing certified payroll on our employees (*this is submitted to you weekly with each invoice*)
- ☑ Workers' Compensation Insurance
- Employer reference checks and skill trade testing
- SSN Verification Checks
- Drug screening & Background Checks as needed

Bill Rates:

Type of Labor	Bill Rate
Journeyman Agricultural Millwrights.....	\$41.28 per hour

Per diem will be paid and billed at same rate with zero mark up

Wendt Rigging will decide per diem rate per jobsite -

WORKERS WILL HAVE BASIC TOOLS, REQUIRED PPE & RELIABLE TRANSPORTATION

****Overtime will be billed at 1.5 times the Bill Rate for time worked over 40 hours in a work week, unless state law mandates otherwise****

***All work is guaranteed as performed by Temporary Craftspeople during the first eight (8) hours of work performed. During the first eight (8) hours of work, if the Client is dissatisfied for any reason, the Client will not be billed.**

AGREED:

(Your Name)

(Your Title)

Trillium Construction

X RAWY J WENDT Partner
Customer Name and Title

X [Signature]
Authorized Signature



Safety Partnership Agreement

Dear Valued Client:

Employee safety is a primary goal of Trillium. As our business involves assigning our employees to your business, we need your help in providing a safe and healthful workplace for our employees. We also strive to provide you with the highest quality and best possible service while keeping our pricing as competitive as possible. Reducing accidents, injuries and associated claims costs is one of the best things we can do, with your help, to keep our rates competitive.

To help achieve our goals of safety, quality, service, and price, we are hereby outlining our safety partnership agreement:

- We ask that you only place our employees on jobs for which they have been screened and assigned. Any changes must be reported to our office before work begins.
- We provide a general, new hire safety orientation and we ask that you train and orient Trillium employees in any site-specific safety rules, hazard communication information and operational instructions they will need to perform the job safely.
- Our employees are required to wear all appropriate personal protective equipment. Please make us aware of any PPE they will need when they start work.
- Please notify us if immediately if a Trillium employee is working unsafe, not following safety rules or acting in a suspicious manner. Working safely is a condition of employment.
- Please notify us immediately in the event of an accident or injury to a Trillium employee. We have an injury reporting hotline our employees are instructed to call.
- In the event of a medical emergency, please coordinate emergency response and contact us as soon as possible.
- We ask that you provide us an accident investigation report in the event of an accident or injury to help us with claims handling and proper corrective action.
- To satisfy our insurance carrier we may ask to do a periodic safety walk through of your facility.

These areas of agreement are intended to insure a safe and productive partnership. Please contact us if you have any questions.

Trillium Construction Services
Company Name

By: 

Wendt Rigging

Client Company Name

By: 



Exhibit B

Date: April 20, 2022

STATEMENT

Wendt-Huron Ohio (310021)
1608 Sawmill Parkway
Huron, OH 44839

Remit Payment to:
Trillium Construction
P.O. Box 671854
Detroit, MI 48267-1854

Date	Invoice Number	Transaction Type	Amount
Wendt-Huron Ohio (310021)		Branch: Cleveland OH - Construction	
Invoice Number: 6330143			
3/11/2022	6330143	Assignment Invoice	57,712.47
Total for Invoice 6330143			57,712.47
Invoice Number: 6331885			
3/18/2022	6331885	Assignment Invoice	53,600.92
Total for Invoice 6331885			53,600.92
Invoice Number: 6333938			
3/25/2022	6333938	Assignment Invoice	48,967.58
Total for Invoice 6333938			48,967.58
Invoice Number: 6335233			
4/1/2022	6335233	Assignment Invoice	47,739.04
Total for Invoice 6335233			47,739.04
Invoice Number: 6336917			
4/7/2022	6336917	Adjustment - Sales Adjustment	478.00
4/7/2022	6336917	Adjustment - Sales Adjustment	524.20
4/8/2022	6336917	Assignment Invoice	40,656.96
Total for Invoice 6336917			41,659.16
Invoice Number: 6337911			
4/15/2022	6337911	Assignment Invoice	2,926.56
Total for Invoice 6337911			2,926.56
Balance Due for Wendt-Huron Ohio (310021)			252,605.73

Invoices	Payment	Credit			
Net Amount	Amount(s)	Amount(s)	Balance Due		
251,603.53	0.00	1,002.20	252,605.73		
Aging Status					
0-29	30-59	60-89	90-119	120&Over	
141,292.34	111,313.39	0.00	0.00	0.00	

Exhibit C

Exhibit A

Tax Id Number(s): 42—02021.000, 42—02021.002, 42—02023.000

Land situated in the City of Huron in the County of Erie in the State of Ohio

Situated in the City of Huron, County of Erie and State of Ohio:

And known as being a parcel of land located in part of Original Lots 25, 24, 26, 27 and 28, Section 2, Huron Township, City of Huron, Erie County, Ohio and being more particularly described as follows:

Beginning at a drill hole found on the centerline of right-of-way of Sawmill Parkway at the Easterly end Of Sawmill Subdivision as recorded in Volume 22, Page 31 of the Erie County Plot Records;

Thence South 58 deg. 01' 00" East along the centerline of Sawmill Parkway, a distance of 553.63 feet to a point;

Thence South 31 deg. 59' 00" West, a distance of 25.00 feet to a 1/2 inch iron pin previously set on the Southerly right-of-way of Sawmill Parkway to the most Easterly corner of lands now or formerly owned by Phyllis Winans, as recorded in Book 74, Page 888 of the Erie County Deed Records, said point being the principal place of beginning for this description:

1. Thence South 58 deg. 01' 00" East along the Southerly right-of-way line of Sawmill Parkway, a distance of 1,518.61 feet to a 1/2 inch iron pin set at the Southeasterly terminus of said Sawmill Parkway;
2. Thence North 31 deg. 59' 00" East along the Southeasterly terminus of Sawmill Parkway, a distance of 50.00 feet to a 1/2 inch iron pin set on the Northerly right-of-way line of Sawmill Parkway,
3. Thence North 58 deg. 01' 00" West along the Northerly right-of-way line of Sawmill Parkway, a distance of 429.32 feet to a 1/2 inch iron pin set to the most Southerly corner of lands now or formerly owned by Stephen C. Lochner is recorded in Volume 539, Pages 723 thru 727 of the Erie County Deed Records;
4. Thence North 31 deg. 59' 00" East along the Southerly line of said Lochners land, a distance of 551.98 feet (previously recorded as 551.68 feet) to a 1/2 inch iron pin set on the Southerly right-of-way line of state Route 2;

Thence following the Southerly and Westerly right-of-way lines of said State Route 2 along the following Ten (10) courses:

5. Thence South 23 deg. 17' 33" East, a distance of 177.92 feet (previously recorded at 176.29 feet) to a 1/2 inch iron pin set;
6. Thence South 41 deg. 56' 27" East, a distance of 271.54 feet to a 1/2 inch iron pin set;
7. Thence South 56 deg. 33' 29" East, a distance of 305.90 feet to a 1/2 inch iron pin set;
8. Thence South 68 deg. 34' 21" East, a distance of 244.05 feet to a 1/2 inch iron pin set;
9. Thence South 81 deg. 56' 36" East, a distance of 227.66 feet to a 1/2 inch iron pin set;
10. Thence South 20 deg. 54' 13" East, a distance of 280.08 feet to a 1/2 inch iron pin set;
11. Thence South 11 deg. 53' 27" East, a distance of 280.86 feet to a 1/2 inch iron pin set;
12. Thence South 01 deg. 16' 32" West, a distance of 253.42 feet (previously recorded as 253.47 feet) to

o 1/2 inch iron pin set;

13. Thence South 01 deg. 22' 42" East, a distance of 332.51 feet to a 1/2 inch iron pin set;

14. Thence South 00 deg. 10' 47" West, a distance of 549.67 feet (previously recorded as 550.70 feet) To a point on the Northeasterly right—of—way line of the Consolidated Rail Corp.

15. Thence North 59 deg. 06' 58" West along the said Northeasterly right—of—way line, a distance of 3,356.17 feet (previously recorded as 3,355.71 feet) to a 1/2 inch iron pin previously set at the most Southerly corner of lands now or formerly owned by Terminal Limited Partnership as recorded in Book 180, Page 286 of the Erie County Deed Records;

16. Thence North 31 deg. 39' 00" East along said O'Mon Corporation lands, o distance of 278.53 feet to o 1/2 inch iron pin set at the most Westerly corner of said Phyllis Winans land;

17. Thence South 58 deg. 01' 00" East along the Southerly line of said Winans fond, o distance of 85.95 feet to a 1/2 inch iron pin previously set on the Easterly line of said Winans land;

18. Thence North 31 deg. 59' 00" East along the Easterly line of said Winans land, a distance of 506.80 feet to the principal place of beginning and containing 70.7710 acres of fond, but subject to a legal highway.

Bearings are assumed and used to indicate angles only.

This description was prepared on November 2, 1994 from on actual survey of the premises by Baharoglu & Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio per Ronald A. Morehouse, Registered Surveyor No. 5340.

Exhibit D

Instrument Prepared by
and Recording Requested by:

Midwest Construction Services, Inc.
dba Trillium Construction Services
c/o Vincent T. Norwillo, Esq.
The Law Office of Vincent T. Norwillo, LLC
1309 Ridge Road, Suite 1
Hinckley, OH 44233


Space above for Recorder's Use

AFFIDAVIT FOR MECHANICS' LIEN

State of Ohio)
) ss:
County of Medina)

I, Vincent T. Norwillo, Esq., 1309 Ridge Road, Suite #1, Hinckley, Ohio 44233, having first been duly sworn, says that Midwest Construction Services, Inc. dba Trillium Construction Services, 5555 Gull Road, Suite 300, Kalamazoo, MI 49048 ("Lien Claimant"), performed certain labor or work in the furtherance of improvements located on the land described on Exhibit A, attached hereto, pursuant to a certain contract with Wendt, LLP, 1322 Garfield St. Wabash, Indiana 46992 ("Subcontractor"). The first day of the labor or work was performed on October 11, 2021. The last of the labor or work was performed on April 6, 2022, and there is justly and truly due the Lien Claimant therefore from Subcontractor over and above all legal setoffs, the sum of \$126,731.50, for which amount Lien Claimant, claims a lien on the land, building, or leasehold, of which Ardagh Metal Beverage USA Inc., 8770 W. Bryn Mawr Ave., Chicago, IL 60631, is the owner, which property is commonly known as 1608 Sawmill Parkway, Huron, Ohio 44839, and more fully described on Exhibit A, attached hereto, and incorporated herein.

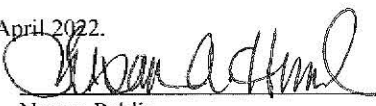
Lien Claimant:
Midwest Construction Services, Inc. dba Trillium
Construction Services

By: 

Vincent T. Norwillo, Esq.
Attorney and Authorized Agent
For Lien Claimant

Sworn to before me and subscribed in my presence this 19th day of April 2022.

SUSAN A. HUML, Notary Public
State of Ohio
My Commission Expires August 31, 2023



Notary Public

Exhibit A

Tax Id Number(s): 42--02021.000, 42--02021.002, 42--02023.000

Land situated in the City of Huron in the County of Erie in the State of Ohio

Situated in the City of Huron, County of Erie and State of Ohio:

And known as being a parcel of land located in part of Original Lots 25, 24, 26, 27 and 28, Section 2, Huron Township, City of Huron, Erie County, Ohio and being more particularly described as follows:

Beginning at a drill hole found on the centerline of right-of-way of Sawmill Parkway at the Easterly end Of Sawmill Subdivision as recorded in Volume 22, Page 31 of the Erie County Plot Records;

Thence South 58 deg. 01' 00" East along the centerline of Sawmill Parkway, a distance of 553.63 feet to a point;

Thence South 31 deg. 59' 00" West, a distance of 2s.00 feet to a 1/2 inch iron pin previously set on the Southerly right-of-way of Sawmill Parkway to the most Easterly corner of lands now or formerly owned by Phyllis Winans, as recorded in Book 74, Page 888 of the Erie County Deed Records, said point being the principal place of beginning for this description:

- 1. Thence South 58 deg. 01' 00" East along the Southerly right-of-way line of Sawmill Parkway, a distance of 1,518.61 feet to a 1/2 inch iron pin set at the Southeasterly terminus of said Sawmill Parkway;**
- 2. Thence North 31 deg. 59' 00" East along the Southeasterly terminus of Sawmill Parkway, a distance of 50.00 feet to a 1/2 inch iron pin set on the Northerly right-of-way line of Sawmill Parkway,**
- 3. Thence North 58 deg. 01' 00" West along the Northerly right-of-way line of Sawmill Parkway, a distance of 429.32 feet to a 1/2 inch iron pin set to the most Southerly corner of lands now or formerly owned by Stephen C. Lochner is recorded in Volume 539, Pages 723 thru 727 of the Erie County Deed Records;**
- 4. Thence North 31 deg. 59' 00" East along the Southerly line of said Lochners land, a distance of 551.98 feet (previously recorded as 551.88 feet) to a 1/2 inch iron pin set on the Southerly right-of-way line of state Route 2;**

Thence following the Southerly and Westerly right-of-way lines of said State Route 2 along the following Ten (10) courses:

- 5. Thence South 23 deg. 17' 33" East, a distance of 177.92 feet (previously recorded at 176.29 feet) to a 1/2 inch iron pin set;**
- 6. Thence South 41 deg. 56' 27" East, a distance of 271.54 feet to a 1/2 inch iron pin set;**
- 7. Thence South 56 deg. 33' 29" East, a distance of 305.90 feet to a 1/2 inch iron pin set;**
- 8. Thence South 68 deg. 34' 21" East, a distance of 244.05 feet to a 1/2 inch iron pin set;**
- 9. Thence South 81 deg. 56' 36" East, a distance of 227.66 feet to a 1/2 inch iron pin set;**
- 10. Thence South 20 deg. 54' 13" East, a distance of 280.08 feet to a 1/2 inch iron pin set;**
- 11. Thence South 11 deg. 53' 27" East, a distance of 280.86 feet to a 1/2 inch iron pin set;**
- 12. Thence South 01 deg. 16' 32" West, a distance of 253.42 feet (previously recorded as 253.47 feet) to**

202108828 Page 4 of 4

o 1/2 inch iron pin set;

13. Thence South 01 deg. 22' 42" East, a distance of 332.51 feet to a 1/2 inch Iron pin set;

14. Thence South 00 deg. 10' 47" West, a distance of 549.67 feet (previously recorded as 550.70 feet)
To a point on the Northeasterly right—of—way line of the Consolidated Rail Corp.

15. Thence North 59 deg. 06' 58" West along the said Northeasterly right—of—way line, a distance of 3,356.17 feet (previously recorded as 3,355.71 feet) to a 1/2 inch iron pin previously set at the most Southerly corner of lands now or formerly owned by Terminal Limited Partnership as recorded in Book 180, Page 286 of the Erie County Deed Records;

16. Thence North 31 deg. 39' 00" East along said O'Mon Corporation lands, o distance of 278.53 feet to o 1/2 inch iron pin set at the most Westerly corner of said Phyllis Winans land;

17. Thence South 58 deg. 01' 00" East along the Southerly line of said Winans fond, o distance of 85.95 feet to a 1/2 inch iron pin previously set on the Easterly line of said Winans land;

18. Thence North 31 deg. 59' 00" East along the Easterly line of said Winans land, a distance of 506.80 feet to the principal place of beginning and containing 70.7710 acres of fond, but subject to a legal highway.

Bearings are assumed and used to indicate angles only.

This description was prepared on November 2, 1994 from on actual survey of the premises by Baharoglu & Associates, Inc., Consulting Engineers and Surveyors, Norwalk, Ohio per Ronald A. Morehouse, Registered Surveyor No. 5340.



FILED
COMMON PLEAS COURT
ERIE COUNTY, OHIO
2022 DEC 21 PM 1:17
LUVADA S. WILSON
CLERK OF COURTS

Date Produced: 12/19/2022

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8300 0097 9835 68. Our records indicate that this item was delivered on 12/15/2022 at 01:41 p.m. in FORT WAYNE, IN 46802. The scanned image of the recipient information is provided below.

Signature of Recipient :

K Zolman
K Zolman

Address of Recipient :

201 W WAYNE ST FORT
WAYNE, IN 46802

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: C3854653.22954149

USPS MAIL PIECE TRACKING NUMBER: 4204680292148901940383000097983568

MAILING DATE: 12/08/2022

DELIVERED DATE: 12/15/2022

Custom 1: 2022 CV 0490

Custom 2: /Z 000 089 501

MAIL PIECE DELIVERY INFORMATION:

Wendt LLP
c/o Registered Agent
Mark E. Wiltmer
201 W. Wayne Street
Fort Wayne, IN 46802

MAIL PIECE TRACKING EVENTS:

12/08/2022 07:40	PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	SANDUSKY,OH 44870
12/09/2022 21:09	ORIGIN ACCEPTANCE	SANDUSKY,OH 44870
12/09/2022 22:24	PROCESSED THROUGH USPS FACILITY	CLEVELAND OH DISTRIBUTION CENTE 44101
12/10/2022 13:34	PROCESSED THROUGH USPS FACILITY	CLEVELAND OH DISTRIBUTION CENTE 44101
12/11/2022 14:26	PROCESSED THROUGH USPS FACILITY	FORT WAYNE IN DISTRIBUTION CENT 46802
12/12/2022 04:54	DEPARTED USPS REGIONAL FACILITY	FORT WAYNE IN DISTRIBUTION CENT 46802
12/14/2022 09:52	FORWARDED	FORT WAYNE,IN 46808
12/15/2022 08:01	ARRIVAL AT UNIT	FORT WAYNE,IN 46809
12/15/2022 08:12	OUT FOR DELIVERY	FORT WAYNE,IN 46809
12/15/2022 13:41	DELIVERED LEFT WITH INDIVIDUAL	FORT WAYNE,IN 46802

COURT OF COMMON PLEAS, ERIE COUNTY

COPY

323 Columbus Avenue, Sandusky, Ohio 44870

SUMMONS

Rule 4 1970 Ohio Rules of Civil Procedure

Case No. 2022 CV 0490

Plaintiff(s):

Midwest Construction Services Inc
DBA Trillium Construction Services
5555 Gull Avenue, Suite 300
KALAMAZOO MI 49048

SUMMONS ON COMPLAINT

vs.

CERTIFIED MAIL

Defendant(s):

Wendt, LLP.
PO BOX 666, 1322 Garfield St
WABASH IN 46992

Also serve:

c/o Registered Agent
Mark E. Witmer
201 W. Wayne St.
FORT WAYNE IN 46802

and

Travelers Casualty and Surety Company of America (Surety)
One Tower Square
HARTFORD CT 06183

Also serve:

c/o Registered Agent:
Robert L. Raney
One Tower Square
HARTFORD CT 06183

and

Roeslein and Associates Inc.
9200 Watson Rd., Ste. 200
ST LOUIS MO 63126

Also serve:

c/o Registered Agent
Brian Sneed
9200 Watson Rd., Ste. 200
ST LOUIS MO 63126

To the above-named defendant(s):

You are hereby summoned that a complaint (a copy of which is hereto attached and made a part hereof) has been filed against you in this court by the plaintiff(s) named herein.

You are required to serve upon the plaintiff's attorney or upon the plaintiff's if he/she has no attorney of record, a copy of your answer to the complaint within **28 days** after mailing of this summons upon you, exclusive of the day of service. Said answer must be filed with this court within three days after service on Plaintiff's Attorney.

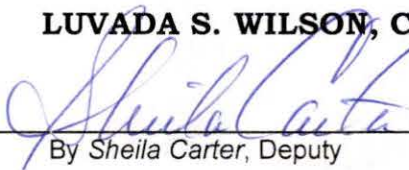
The name and address of the plaintiff's attorney is as follows:

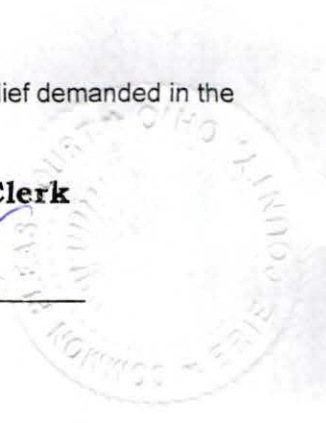
Vincent T Norwillo
Law Offices of Vincent T Norwillo, LLC
1309 Ridge Road, Suite 1
Hinckley OH 44233

If you fail to appear and defend, judgment by default will be taken against you for the relief demanded in the complaint.

December 8, 2022
Z000089502

LUVADA S. WILSON, Clerk


By Sheila Carter, Deputy



If Undeliverable, Return To
LUVADA WILSON
ERIE COUNTY
CLERK OF COURTS
323 COLUMBUS AVE
SANDUSKY, OHIO 44870

USPS CERTIFIED MAIL

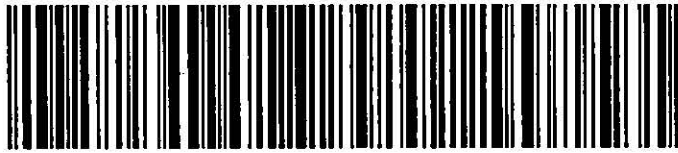


9214 8901 9403 8300 0097 9835 68

2022 CV 0490 /Z 000 089 501
Wendt LLP
c/o Registered Agent
Mark E. Witmer
201 W. Wayne Street
Fort Wayne, IN 46802

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ERIE COUNTY
CLERK OF COURTS
323 COLUMBUS AVE
SANDUSKY, OHIO 44870

USPS CERTIFIED MAIL



9214 8901 9403 8300 0097 9835 82

2022 CV 0490 /Z 000 089 502
Wendt LLP
PO Box 666
1322 Garfield Street
WABASH, IN 46992

If Undeliverable, Return To
LUVADA WILSON
ERIE COUNTY
CLERK OF COURTS
323 COLUMBUS AVE
SANDUSKY, OHIO 44870

USPS CERTIFIED MAIL

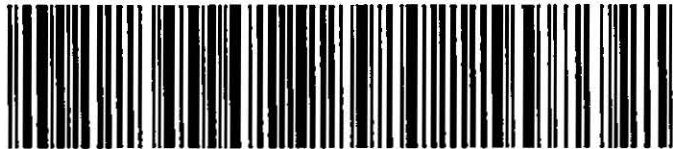


9214 8901 9403 8300 0097 9836 12

2022 CV 0490 /Z 000 089 503
Travelers Casualty and Sure
and Surety Company of America
c/o Robert L. Raney
One Tower Square
Hartford, CT 06183

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LUVADA WILSON
ERIE COUNTY
CLERK OF COURTS
323 COLUMBUS AVE
SANDUSKY, OHIO 44870

USPS CERTIFIED MAIL

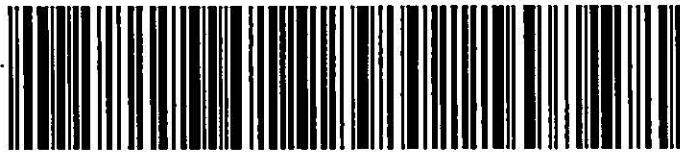


9214 8901 9403 8300 0097 9835 75

2022 CV 0490 /Z 000 089 504
Travelers Casualty and Sure
and Surety Company of America
One Tower Square
Hartford, CT 06183

If Undeliverable, Return To
LUVADA WILSON
ERIE COUNTY
CLERK OF COURTS
323 COLUMBUS AVE
SANDUSKY, OHIO 44870

USPS CERTIFIED MAIL



9214 8901 9403 8300 0097 9835 99

2022 CV 0490 /Z 000 089 505
Roeslein and Associates Inc
c/o Registered Agent
Brian Sneed
9200 Watson Rd., Ste 200
St. Louis, MO 63126

If Undeliverable, Return To
LUVADA WILSON
ERIE COUNTY
CLERK OF COURTS
323 COLUMBUS AVE
SANDUSKY, OHIO 44870

USPS CERTIFIED MAIL



9214 8901 9403 8300 0097 9836 05

2022 CV 0490 /Z 000 089 506
Roeslein and Associates Inc
9200 Watson Road
Suite 200
St. Louis, MO 63126



FILED
COMMON PLEAS COURT
ERIE COUNTY, OHIO
2022 DEC 21 PM 1:17
LUVADA S. WILSON
CLERK OF COURTS

Date Produced: 12/19/2022

ConnectSuite Inc.:

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Signature of Recipient :

Signature X	Brent Clifford
Printed Name	Travelers Indemnity Co.

Address of Recipient :

Delivery Address	Travelers
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Sincerely,
United States Postal Service

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Customer Reference Number: C3854653.22954154

USPS MAIL PIECE TRACKING NUMBER: 4200618392148901940383000097983612

MAILING DATE: 12/08/2022

DELIVERED DATE: 12/13/2022

Custom 1: 2022 CV 0490

Custom 2: /Z 000 089 503

MAIL PIECE DELIVERY INFORMATION:

Travelers Casualty and Sure
and Surety Company of America
c/o Robert L. Raney
One Tower Square
Hartford, CT 06183

MAIL PIECE TRACKING EVENTS:

12/08/2022 07:40	PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	SANDUSKY,OH 44870
12/09/2022 21:09	ORIGIN ACCEPTANCE	SANDUSKY,OH 44870
12/09/2022 22:24	PROCESSED THROUGH USPS FACILITY	CLEVELAND OH DISTRIBUTION CENTE 44101
12/10/2022 13:34	PROCESSED THROUGH USPS FACILITY	CLEVELAND OH DISTRIBUTION CENTE 44101
12/12/2022 07:25	PROCESSED THROUGH USPS FACILITY	SPRINGFIELD MA NETWORK DISTRIBU 01152
12/12/2022 20:45	DEPARTED USPS REGIONAL FACILITY	HARTFORD CT DISTRIBUTION CENTER 06101
12/13/2022 04:23	ARRIVAL AT UNIT	HARTFORD,CT 06101
12/13/2022 06:25	AVAILABLE FOR PICKUP	HARTFORD,CT 06183
12/13/2022 08:41	DELIVERED PO BOX	HARTFORD,CT 06183



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ERIE COUNTY, OHIO
2022 DEC 21 PM 1:17
LUVADA S. WILSON
CLERK OF COURTS

Date Produced: 12/19/2022

ConnectSuite Inc.:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 9403 8300 0097 9835 75. Our records indicate that this item was delivered on 12/13/2022 at 08:41 a.m. in HARTFORD, CT 06183. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature X	Brent Clifford
Printed Name	Travelers Indemnity Co.

Address of Recipient :

Delivery Address	Travelers Indemnity Co.
------------------	--------------------------------

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,
United States Postal Service

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Customer Reference Number: C3854653.22954150

USPS MAIL PIECE TRACKING NUMBER: 4200618392148901940383000097983575

MAILING DATE: 12/08/2022

DELIVERED DATE: 12/13/2022

Custom 1: 2022 CV 0490

Custom 2: /Z 000 089 504

MAIL PIECE DELIVERY INFORMATION:

Travelers Casualty and Sure
and Surety Company of America
One Tower Square
Hartford, CT 06183

MAIL PIECE TRACKING EVENTS:

12/08/2022 07:40	PRE-SHIPMENT INFO SENT USPS AWAITS ITEM	SANDUSKY,OH 44870
12/09/2022 21:09	ORIGIN ACCEPTANCE	SANDUSKY,OH 44870
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12/10/2022 13:34	PROCESSED THROUGH USPS FACILITY	CLEVELAND OH DISTRIBUTION CENTE 44101
12/12/2022 07:25	PROCESSED THROUGH USPS FACILITY	SPRINGFIELD MA NETWORK DISTRIBU 01152
12/12/2022 20:45	DEPARTED USPS REGIONAL FACILITY	HARTFORD CT DISTRIBUTION CENTER 06101
12/13/2022 04:23	ARRIVAL AT UNIT	HARTFORD,CT 06101
12/13/2022 06:25	AVAILABLE FOR PICKUP	HARTFORD,CT 06183
12/13/2022 08:41	DELIVERED PO BOX	HARTFORD,CT 06183